

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE November 12, 2003	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS32-MFC	7. ADMINISTERED BY (If other than Item 6) Glynda H. Meeks (256) 544-0422	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) EG&G Technical Services, Inc. 15705 Long Vista Drive Austin, Texas 78720-1088		AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		
9A. AMENDMENT OF SOLICITATION NO.		(x)		
9B. DATED (SEE ITEM 11)				
10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-03078				
10B. DATED (SEE ITEM 13) July 3, 2003				
CODE 125356	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b) & Limitation of Funds Clause

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	TOTAL FIXED PRICE FFP LUMP SUM	TOTAL NOT-TO-EXCEED FFP IDIQ	TOTAL NOT-TO-EXCEED CONTRACT VALUE	TOTAL SUM ALLOTTED*
PREVIOUS AMOUNT	\$12,711,134	\$10,000,000	\$22,711,134	\$3,595,718.42
INCREASE THIS MOD	-0-	-0-	-0-	500,000.00
NEW TOTAL	\$12,711,123	\$10,000,000	\$22,711,123	\$4,095,718.42

See Page 2 for modification description

*Funds are for Lump Sum effort only. Funds for IDIQ effort are obligated by individual Delivery Orders.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Glynda H. Meeks Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>ORIGINAL SIGNED BY:</u> (Signature of Contracting Officer)	

PURCHASE REQUEST NO.	WBS ELEMENT	FUNDS	Cost center	AMOUNT
4200037668		SFCX22004D	62FACOPS	\$500,000

TOTAL \$500,000

The purpose of this modification is to increase incremental funding and to update the Limitation of Funds Clause.

As a result of these actions, the following updated pages are incorporated as part of this modification.

<u>SECTION/ATTACHMENT</u>	<u>CLAUSE</u>	<u>REPLACE/REVISED PAGES</u>
Section B	B.8 – Limitation of Funds	Pages B-10 & B-11

SECTION B
Modification 3

schedule submitted. The Contracting Officer reserves the right to require a network analysis schedule for any FWR or DO. A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Section E.7). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

- C. All as-built drawings shall be submitted prior to acceptance of the work and final payment of any FWR or DO.
- D. The data required in DRD 987MA-003, along with the Contractor's SF 1034 - Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. Distribution shall be in accordance with the DRD.

(End of Clause)

**B.8 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (1852.232-77)
(MAR 1989)**

- A. Of the total price of items identified as Lump Sum for the Base Period, the sum of \$4,095,718.42 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	November 25, 2003	Amounts	\$3,000,000
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- B. The Contractor agrees to perform or have performed work as specified in paragraph A. above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

SECTION B
Modification 3

- C. 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 24, 2003.
2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause will approximate 75 percent of the total amount then allotted to the contract.
3. a. The notice shall state the estimate when the point referred to in subparagraph above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 1. above, or an agreed date substituted for it.
- b. The Contractor shall, 60 days in advance of the date specified in subparagraph 1. above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
4. If, after the notification referred to in subdivision 3.a. above, additional funds are not allotted by the date specified in subparagraph 1. above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- D. When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs B. and C., above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an